Corrigendum for Development of Eight Lane Peripheral Ring Road to Bengaluru City under Public Private Partnership

Sl. No	Existing Clause	Revised Clause
1.	Clause 1.1.3 of RFP The scope of work will broadly include funding for land acquisition, development of eight-lane peripheral ring road to Bengaluru city as per applicable standards with construction of eight lane carriageway with service roads on either side, construction of major and minor bridges, culverts, road intersections, interchanges, drains, etc. including those prescribed in the Concession Agreement and its Schedules and the operation and maintenance thereof	Clause 1.1.3 of RFP The scope of work will broadly include funding for land acquisition, development of eight-lane peripheral ring road to Bengaluru city as per applicable standards with construction of eight lane carriageway, construction of major and minor bridges, culverts, road intersections, interchanges, drains, etc. including those prescribed in the Concession Agreement and its Schedules and the operation and maintenance thereof. The ownership of the land acquired for the project would remain with BDA and will be leased to the Concessionaire for the project .
2.	Clause 2.2.2 (A) of RFP Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have: (i) paid for, or received payments for, construction of Eligible Project(s); and/ or (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1; and/ or (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1, such that the sum total of the above, as further adjusted in accordance with clause 3.4.6, is more than Rs.12,000 Crores (Rupees Twelve Thousand Crores only) (the "Threshold Technical Capability"). Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.4.1.	Clause 2.2.2 (A) of RFP Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have: (i) paid for, or received payments for, construction of Eligible Project(s); and/ or (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1; and/ or (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1, such that the sum total of the above, as further adjusted in accordance with clause 3.4.6, is more than Rs.12,000 Crores (Rupees Twelve Thousand Crores only) (the "Threshold Technical Capability"). Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.4.1.

Sl. No	Existing Clause	Revised Clause
	In addition, the sole Bidder or in case the Bidder is a Consortium, any member of the Consortium shall necessarily demonstrate experience of completing construction of major bridge's/rail over bridge's/flyover's, of atleast four lane standard, in the last 5 (Five) financial years preceding the Bid Due Date, having length equal to or greater than 1.65 kms	The following is deleted: "In addition, the sole Bidder or in case the Bidder is a Consortium, any member of the Consortium shall necessarily demonstrate experience of completing construction of major bridge's/rail over bridge's/flyover's, of atleast four lane standard, in the last 5 (Five) financial years preceding the Bid Due Date, having length equal to or greater than 1.65 kms"
3.	Clause 4.1.1.3 (a) of DCA The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have: a) deposited amount towards tranche 2 as provided in Annex-VI (Schedule-A) in the Designated Account for the purpose of land acquisition by the Authority within the timeline and as per the milestone set out therein;	Clause 4.1.1.3 (a) of DCA The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have: deposited amount towards tranche 2 as provided in Annex-VI (Schedule-A) in the Designated Account towards the Land Acquisition Cost for the purpose of land acquisition by the Authority within the timeline and as per the milestone set out therein;
4.		5.9 Obligation relating to land acquisition cost The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, shall be responsible to bear the entire cost towards the acquisition of land required for implementation of the Project ("Land Acquisition Cost"). The Land Acquisition Cost is estimated to be Rs. 21000 crores (Rupees twenty one thousand crores only). The Land Acquisition Cost shall be

Sl. No	Existing Clause	Revised Clause
		deposited by the Concessionaire in the Designated Account as per the schedule provided under Annex-VI (Schedule-A). The ownership of the land acquired for the project would remain with BDA and will be leased to the Concessionaire for the project .
5.	Clause 27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users in accordance with this Agreement and the Karnataka Gazette notification vide No. PWD 18 EAP 2009 (P1) Bangalore, dated: 26th May, 2009 (the "Fee Rules"); provided that for ease of payment and collection, such Fee shall be rounded off to the nearest 5 (five) rupees in accordance with the Fee Rules; provided further that the Concessionaire may determine and collect Fee at such lower rates as it may, by public notice to the Users, specify in respect of all or any category of Users or vehicles.	Clause 27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users in accordance with this Agreement and the **Karnataka Gazette notification vide No. PWD 06 EAP 2012(P3), Bengaluru, dated 07th March 2015** (the "Fee Rules"); provided that for ease of payment and collection, such Fee shall be rounded off to the nearest 5 (five) rupees in accordance with the Fee Rules; provided further that the Concessionaire may determine and collect Fee at such lower rates as it may, by public notice to the Users, specify in respect of all or any category of Users or vehicles.
6.	**Clause 27.1.2** The Parties acknowledge that a notification for levy and collection of Fee has been issued by the Authority under as per Karnataka Gazette notification vide No. PWD 18 EAP 2009 (P1) Bangalore, dated: 26th May, 2009 (the "Fee Notification") and a copy of thereof is set forth in Schedule-R.	**Clause 27.1.2** The Parties acknowledge that a notification for levy and collection of Fee has been issued by the Authority under as per **Karnataka Gazette notification vide No. PWD 06 EAP 2012(P3), Bengaluru, dated 07th March 2015** (the "Fee Notification") and a copy of thereof is set forth in Schedule-R.

<table>
<tr><th>Sl. No</th><th>Existing Clause</th><th>Revised Clause</th></tr>
<tr><td>7</td><td>Annex II (Schedule A)
Timelines and Milestones for Withdrawal and Land acquisition by Authority
<table>
<tr><th>Withdrawal Tranche</th><th>Milestone for withdrawal by Authority</th><th>Withdrawal Amount of total land acquisition amount determined by Project Development Committee</th></tr>
<tr><td>Withdrawal Tranche 1</td><td>60 days from signing Agreement</td><td>60%</td></tr>
<tr><td>Withdrawal Tranche 2</td><td>90 days from signing Agreement</td><td>30%</td></tr>
<tr><td>Withdrawal Tranche 3</td><td>120 days from signing Agreement</td><td>10%</td></tr>
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Timelines and Milestones for Withdrawal and Land acquisition by Authority
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<tr><th>Withdrawal Tranche</th><th>Milestone for withdrawal by Authority</th><th>Withdrawal Amount in Percentage of amount deposited in designated account towards land acquisition cost</th></tr>
<tr><td>Withdrawal Tranche 1</td><td>60 days from signing Agreement</td><td>60%</td></tr>
<tr><td>Withdrawal Tranche 2</td><td>90 days from signing Agreement</td><td>30%</td></tr>
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</table>

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<td>Annex-IV (Schedule A)
Timelines and Milestones for Deposit towards Land acquisition by Concessionaire
<table>
<tr><th>Tranches</th><th>Milestone for deposit by Concessionaire</th><th>Deposit Amount in Percentage of total land acquisition amount determined by the Project Development Committee</th></tr>
<tr><td>Tranche 1</td><td>30 days from signing Agreement</td><td>70%</td></tr>
<tr><td>Tranche 2</td><td>60 days from signing Agreement</td><td>30%</td></tr>
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<td>Annex-IV (Schedule A)
Timelines and Milestones for Deposit towards Land acquisition by Concessionaire
<table>
<tr><th>Tranches</th><th>Milestone for deposit by Concessionaire</th><th>Deposit Amount in Percentage of amount deposited in designated account towards land acquisition cost</th></tr>
<tr><td>Tranche 1</td><td>30 days from signing Agreement</td><td>70%</td></tr>
<tr><td>Tranche 2</td><td>60 days from signing Agreement</td><td>30%</td></tr>
</table>
</td>
</tr>
<tr>
<td>9</td>
<td>Schedule-B – Appendix-1

TCS – Type 1 : Typical Cross Section – at grade/Normal Section

TCS – Type 2 : Typical Cross Section – VUP and PUP approaches
TCS – Type 3 : Typical Cross Section at ROB approaches
TCS – Type 4 : Typical Cross Section at ROB crossing portion
TCS – Type 5 : Typical Cross Section at flyover portion
TCS – Type 6 : Typical Cross Section – PRR main road is below major road crossings
TCS – Type 7 : Typical Cross Section at RUB approach location
TCS – Type 8 : Typical Cross Section at RUB
TCS – Type 9 : Typical Cross Section LSR lower than Main road
TCS – Type 10 : Typical Cross Section at RSR lower than Main road
TCS – Type 11 : Typical Cross Section – Service Road lower than Main road</td>
<td>Schedule-B – Appendix-1

TCS – Type 1 : Typical Cross Section – at grade/Normal Section

Please refer the attachment to the corrigendum for the revised TCS-Type 1: Typical Cross Section – at grade/Normal Section

TCS – Type 2 : Typical Cross Section – VUP and PUP approaches - Deleted
TCS – Type 3 : Typical Cross Section at ROB approaches - Deleted
TCS – Type 4 : Typical Cross Section at ROB crossing portion – Deleted
TCS – Type 5 : Typical Cross Section at flyover portion- Deleted
TCS – Type 6 : Typical Cross Section – PRR main road is below major road crossings - Deleted
TCS – Type 7 : Typical Cross Section at RUB approach location - Deleted
TCS – Type 8 : Typical Cross Section at RUB - Deleted
TCS – Type 9 : Typical Cross Section LSR lower than Main road - Deleted
TCS – Type 10 : Typical Cross Section at RSR lower than Main road - Deleted
TCS – Type 11 : Typical Cross Section – Service Road lower than Main road - Deleted</td>
</tr>
</table>

	TCS – Type 12 : Typical Cross Section at Underpass location TCS – Type 13 : Typical Cross Section at Hosur Road Flyover Approach Location TCS – Type 14 : Typical Cross Section at Tumkur Road & Hosur Road Flyover Portion TCS – Type 15 : Typical Cross Section at Tumkur Road Flyover Approach Location	TCS – Type 12 : Typical Cross Section at Underpass location - **Deleted** TCS – Type 13 : Typical Cross Section at Hosur Road Flyover Approach Location - **Deleted** TCS – Type 14 : Typical Cross Section at Tumkur Road & Hosur Road Flyover Portion - **Deleted** TCS – Type 15 : Typical Cross Section at Tumkur Road Flyover Approach Location - **Deleted** Concessionaire to carry out own due diligence and shall carry out the design as per the IRC and MoRTH standards

Executive Engineer
Infrastructure Division
BDA, Bangalore

Engineer Officer
BDA, Bangalore

Engineer Member
BDA, Bangalore